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WILLOUGHBY & HOEFER, P.A.

ATTORNEYS & COUNSELORS AT LAW

930 RICHLAND STREET

P.O. BOX 8416

COLUMBIA, SOUTH CAROLINA 29202-8416

MITCHELL M. WILLOUGHBY
JOHN M.S. HOEFER
ELIZABETH ZECK*
RANDOLPH R. LOWELL
K. CHAD BURGESS
NOAH M. HICKS II**
M. McMULLEN TAYLOR
BENJAMIN P. MUSTIAN

AREA CODE 803
TELEPHONE 252-3300
TELECOPIER 256-8062

October 16, 2006

*ALSO ADMITTED IN TX
**ALSO ADMITTED IN VA

2003-329-G

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2006 OCT 16 AM 11:41
SC PUBLIC SERVICE
COMMISSION

VIA HAND DELIVERY

Mr. Charles Terreni
Chief Clerk and Administrator
Public Service Commission of South Carolina
Post Office Drawer 11649
Columbia, SC 29211

RE: Second Amendment to Agreement for the Provision of Resale Firm Sales Service and Experimental Resale Firm Transportation Service Between Clinton-Newberry Natural Gas Authority and South Carolina Pipeline Corporation

Dear Mr. Terreni:

Enclosed is an executed copy of the Second Amendment to Agreement for the Provision of Resale Firm Sales Service and Experimental Resale Firm Transportation Service Between Clinton-Newberry Natural Gas Authority and South Carolina Pipeline Corporation.

This second amendment is entered to accomplish one change to the base agreement, namely, reduce the charge for authorized overruns to Clinton-Newberry Natural Gas Authority from \$0.2842 as reflected in the original agreement, to \$0.0753 as reflected in the enclosed second amendment.

It is anticipated that this amendment will only have application for the period of time from October 1, 2006 through October 31, 2006, as SCPC is scheduled to transition to interstate jurisdiction effective November 1, 2006. Further, the reduction in the charge for authorized overruns will not result in the allocation of any additional cost to any other customers or customer groups.

On behalf of South Carolina Pipeline Corporation, we respectfully request that the Commission consider and approve this second amendment at its special agenda meeting now scheduled for Thursday, October 19, 2006.

(continued ...)

If there are any questions regarding this request, please advise.

Very truly yours,

WILLOUGHBY & HOEFER, P.A.


Mitchell Willoughby

MW/cgc
Enclosure

cc: Jeffrey M. Nelson, Esquire
Mr. George Fasano
Catherine D. Taylor, Esquire
Mr. Stan Bryson
General Manager, Clinton-Newberry Natural Gas Authority

SECOND AMENDMENT TO AGREEMENT FOR THE PROVISION OF RESALE FIRM
SALES SERVICE AND EXPERIMENTAL RESALE FIRM TRANSPORTATION SERVICE
BETWEEN CLINTON-NEWBERRY NATURAL GAS AUTHORITY AND SOUTH
CAROLINA PIPELINE CORPORATION

This Second Amendment to Agreement for the Provision of Resale Firm Sales Service and Experimental Resale Firm Transportation Service (the "Second Amendment") is made and entered into as of this 28 day of SEPTEMBER, 2006, by and between SOUTH CAROLINA PIPELINE CORPORATION, its successors and assigns, hereinafter called "Seller," and CLINTON-NEWBERRY NATURAL GAS AUTHORITY, its successors and assigns, hereinafter called "Buyer." Buyer and Seller are collectively referred to herein as "Parties."

WITNESSETH

WHEREAS, Buyer operates a natural gas distribution system in Laurens, Newberry, and southern Spartanburg Counties in the State of South Carolina;

WHEREAS, Seller owns and operates a natural gas pipeline system in the State of South Carolina, which supplies natural gas for resale to gas distribution systems including the Buyer's system;

WHEREAS, Buyer and Seller entered into that certain Agreement for the Provision of Resale Firm Sales Service and Experimental Resale Firm Transportation Service, dated as of November 3, 2003 ("Agreement");

WHEREAS, Buyer and Seller entered into that certain Supplemental Agreement Amending the Agreement for the Provision of Resale Firm Sales Service and Experimental Resale Firm Transportation Service Between Clinton-Newberry Natural Gas Authority and South Carolina Pipeline Corporation, dated as of December 21, 2005; and

WHEREAS, Buyer and Seller have agreed to amend certain terms of the Agreement as set forth herein.

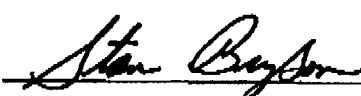
NOW THEREFORE, the Parties mutually agree to amend the Agreement as follows:

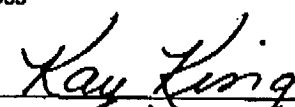
1. Paragraph 12 of the Agreement is amended to read as follows:
 12. RFT-AO Charge -- In addition to any other charges, Buyer shall pay a charge for each Dt of service under RFT-AO equal to \$0.0753, or the rate for such service approved by the Commission.

2. This Second Amendment shall be effective for service rendered on and after October 1, 2006.
3. No other provisions of the Agreement are altered by this Second Amendment.

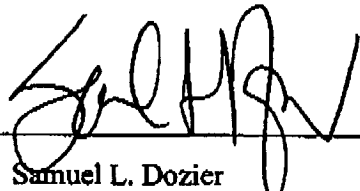
IN WITNESS WHEREOF, this Second Amendment has been executed on the date first above written by the Parties hereto by their officers or other representatives.

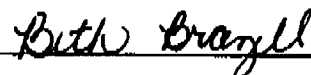
CLINTON-NEWBERRY NATURAL GAS AUTHORITY

By: 
Name: Stan Bryson
Title: General Manager

Witness
By: 
Name: KAY KING

SOUTH CAROLINA PIPELINE CORPORATION

By: 
Name: Samuel L. Dozier
Title: Vice President

Witness
By: 
Name: Beth Brazell

